e. stating, "he said nothing...at all," when asked if Officer Haxton told him he cannot and was not going to say that he had no recollection of the facts of the ticket, and/or words to that effect.

## CASE SUMMARY

On September 8, 2011, Subject Reed contacted Downey Police Officer, [redacted] in Downey Superior Court prior to his appearance in the traffic court on behalf of his friend, Witness [redacted] Subject Reed encouraged the officer to testify in favor of Witness [redacted] in an effort to assist her in escaping the fines associated with a traffic citation she was scheduled to appear on.

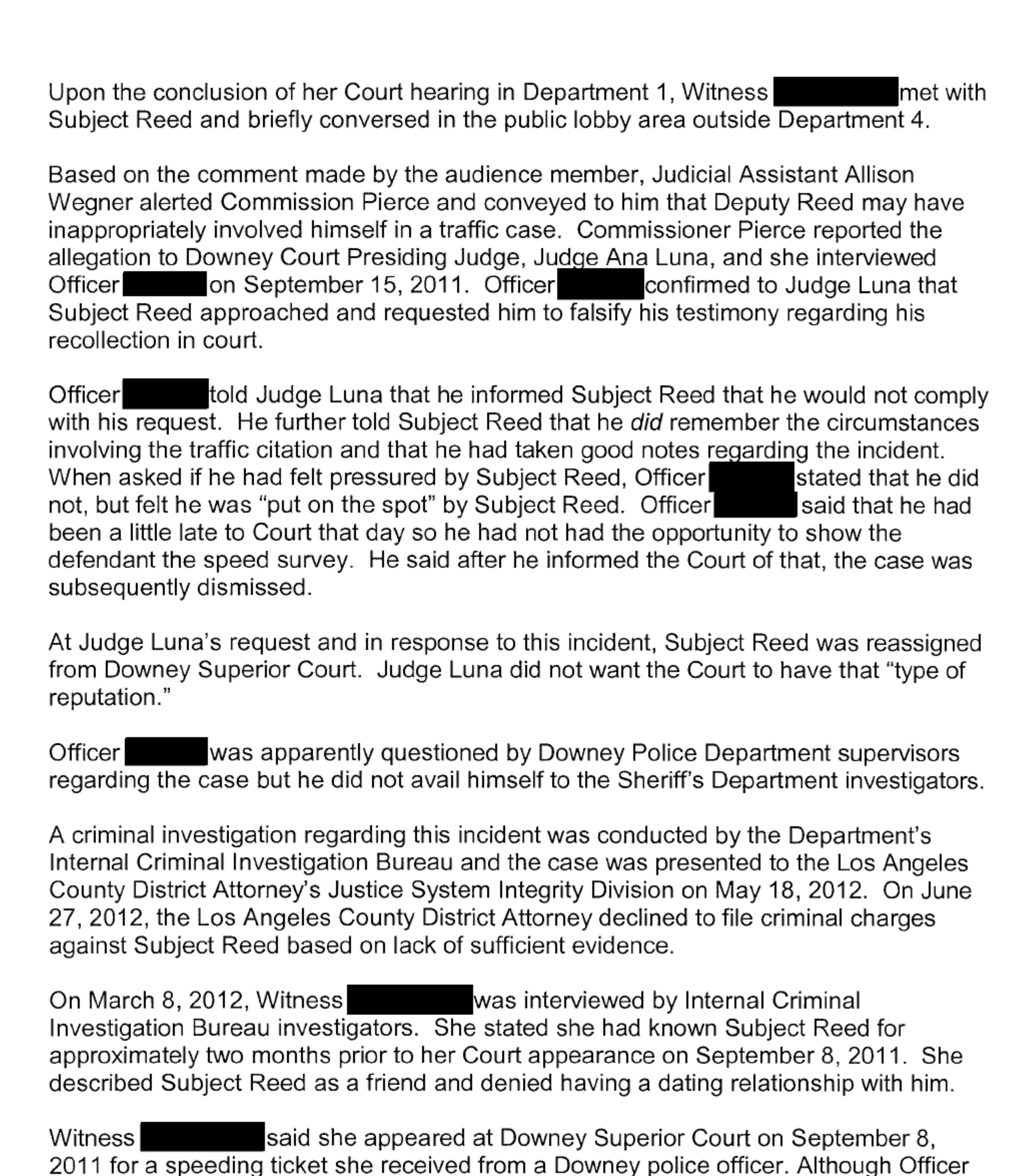
On September 8, 2011, Subject Reed met Witness [redacted] a Los Angeles County Probation Officer, at Downey Superior Court, Department 1, after they talked on the telephone and coordinated when she would arrive at the court regarding a citation she was scheduled to appear on. Subject Reed was assigned to the court, Department 4, and was in full uniform when he left his assigned location to meet Witness [redacted] in Department 1.

Subject Reed met with her inside the courtroom while members of the court staff and numerous members of the public were present. Deputy Reed contacted the bailiff, Deputy [redacted] and the Electronic Recording Monitor, Witness [redacted] and inquired about Witness [redacted] traffic citation and Officer [redacted] whereabouts. It was evident to Witness [redacted] that Subject Reed did not know Officer [redacted]

Upon Officer [redacted] arrival, Subject Reed asked him to the courtroom vestibule area that separated the main courtroom from the entrance. Subject Reed, with Witness [redacted] present, asked and/or suggested to Officer [redacted] to falsify his testimony regarding his recollection in court. This contact was recorded on the courtroom's Closed Caption Television. Subject Reed left Department 1 and returned to Department 4 prior to Witness [redacted] hearing.

Officer [redacted] and Witness [redacted] returned to the courtroom and when called to the judicial bench, Officer [redacted] requested that the Court dismiss Witness [redacted] citation because he did not have time to prepare for the case. The case was dismissed by Commissioner Michael Pierce due to Officer [redacted] not having had the opportunity to provide Witness [redacted] with a traffic survey.

An unknown member of the audience was then heard by several people including the courtroom staff, stating, "So this is how you get things done around here."



Upon the conclusion of her Court hearing in Department 1, Witness [redacted] met with Subject Reed and briefly conversed in the public lobby area outside Department 4.

Based on the comment made by the audience member, Judicial Assistant Allison Wegner alerted Commission Pierce and conveyed to him that Deputy Reed may have inappropriately involved himself in a traffic case. Commissioner Pierce reported the allegation to Downey Court Presiding Judge, Judge Ana Luna, and she interviewed Officer [redacted] on September 15, 2011. Officer [redacted] confirmed to Judge Luna that Subject Reed approached and requested him to falsify his testimony regarding his recollection in court.

Officer [redacted] told Judge Luna that he informed Subject Reed that he would not comply with his request. He further told Subject Reed that he *did* remember the circumstances involving the traffic citation and that he had taken good notes regarding the incident. When asked if he had felt pressured by Subject Reed, Officer [redacted] stated that he did not, but felt he was "put on the spot" by Subject Reed. Officer [redacted] said that he had been a little late to Court that day so he had not had the opportunity to show the defendant the speed survey. He said after he informed the Court of that, the case was subsequently dismissed.

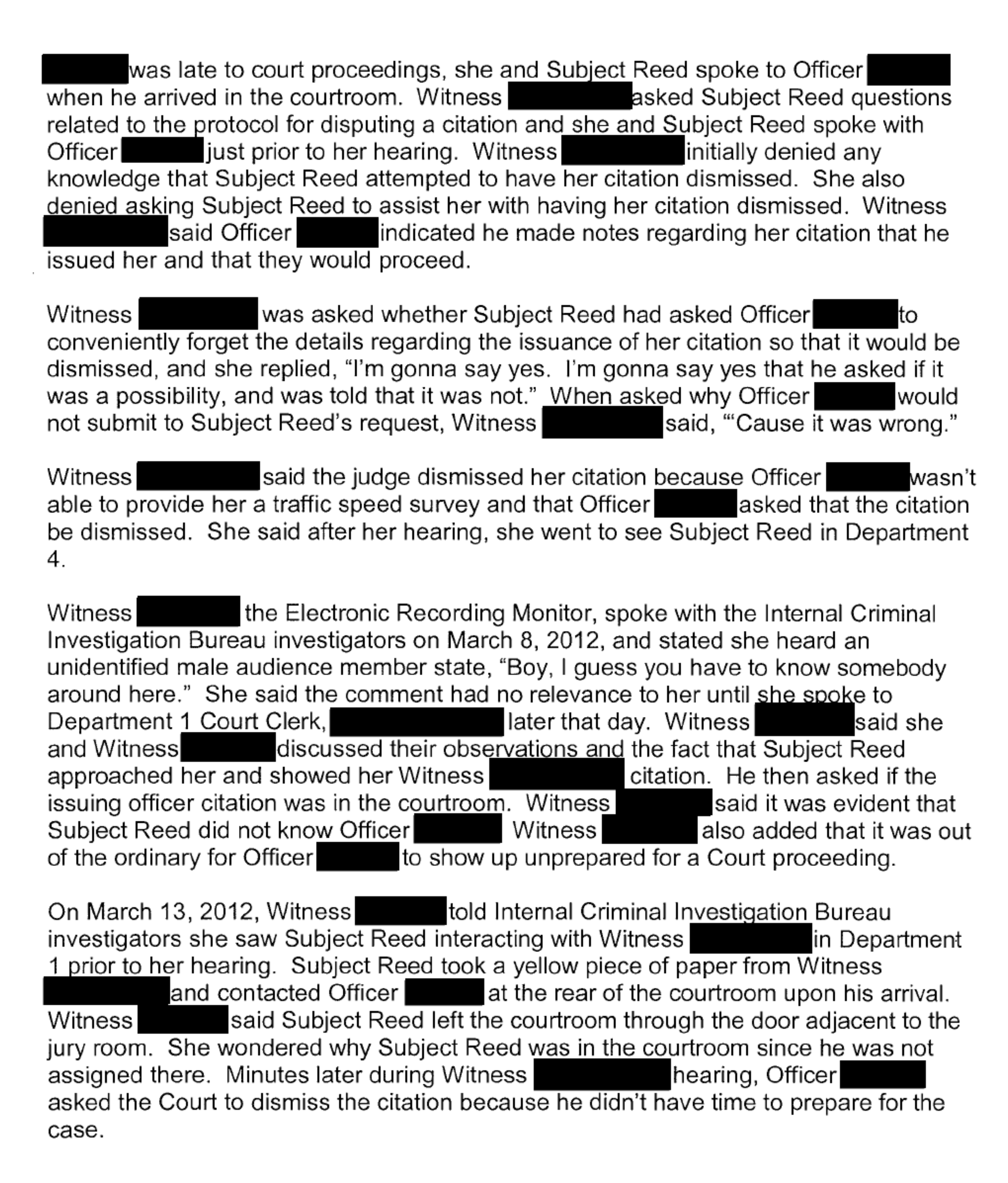
At Judge Luna's request and in response to this incident, Subject Reed was reassigned from Downey Superior Court. Judge Luna did not want the Court to have that "type of reputation."

Officer [redacted] was apparently questioned by Downey Police Department supervisors regarding the case but he did not avail himself to the Sheriff's Department investigators.

A criminal investigation regarding this incident was conducted by the Department's Internal Criminal Investigation Bureau and the case was presented to the Los Angeles County District Attorney's Justice System Integrity Division on May 18, 2012. On June 27, 2012, the Los Angeles County District Attorney declined to file criminal charges against Subject Reed based on lack of sufficient evidence.

On March 8, 2012, Witness [redacted] was interviewed by Internal Criminal Investigation Bureau investigators. She stated she had known Subject Reed for approximately two months prior to her Court appearance on September 8, 2011. She described Subject Reed as a friend and denied having a dating relationship with him.

Witness [redacted] said she appeared at Downey Superior Court on September 8, 2011 for a speeding ticket she received from a Downey police officer. Although Officer



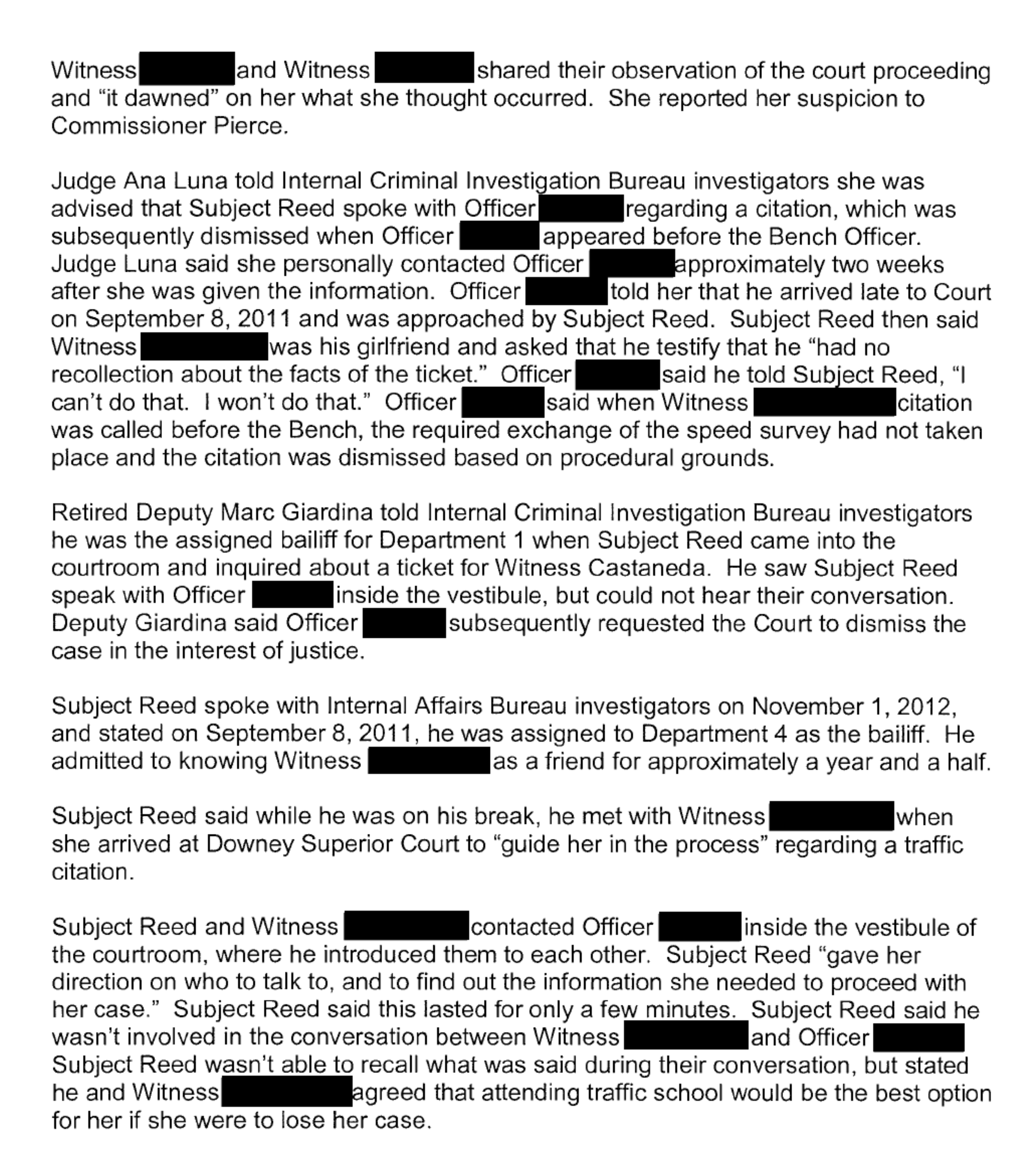
[redacted] was late to court proceedings, she and Subject Reed spoke to Officer [redacted] when he arrived in the courtroom. Witness [redacted] asked Subject Reed questions related to the protocol for disputing a citation and she and Subject Reed spoke with Officer [redacted] just prior to her hearing. Witness [redacted] initially denied any knowledge that Subject Reed attempted to have her citation dismissed. She also denied asking Subject Reed to assist her with having her citation dismissed. Witness [redacted] said Officer [redacted] indicated he made notes regarding her citation that he issued her and that they would proceed.

Witness [redacted] was asked whether Subject Reed had asked Officer [redacted] to conveniently forget the details regarding the issuance of her citation so that it would be dismissed, and she replied, "I'm gonna say yes. I'm gonna say yes that he asked if it was a possibility, and was told that it was not." When asked why Officer [redacted] would not submit to Subject Reed's request, Witness [redacted] said, "'Cause it was wrong."

Witness [redacted] said the judge dismissed her citation because Officer [redacted] wasn't able to provide her a traffic speed survey and that Officer [redacted] asked that the citation be dismissed. She said after her hearing, she went to see Subject Reed in Department 4.

Witness [redacted] the Electronic Recording Monitor, spoke with the Internal Criminal Investigation Bureau investigators on March 8, 2012, and stated she heard an unidentified male audience member state, "Boy, I guess you have to know somebody around here." She said the comment had no relevance to her until she spoke to Department 1 Court Clerk, [redacted] later that day. Witness [redacted] said she and Witness [redacted] discussed their observations and the fact that Subject Reed approached her and showed her Witness [redacted] citation. He then asked if the issuing officer citation was in the courtroom. Witness [redacted] said it was evident that Subject Reed did not know Officer [redacted] Witness [redacted] also added that it was out of the ordinary for Officer [redacted] to show up unprepared for a Court proceeding.

On March 13, 2012, Witness [redacted] told Internal Criminal Investigation Bureau investigators she saw Subject Reed interacting with Witness [redacted] in Department 1 prior to her hearing. Subject Reed took a yellow piece of paper from Witness [redacted] and contacted Officer [redacted] at the rear of the courtroom upon his arrival. Witness [redacted] said Subject Reed left the courtroom through the door adjacent to the jury room. She wondered why Subject Reed was in the courtroom since he was not assigned there. Minutes later during Witness [redacted] hearing, Officer [redacted] asked the Court to dismiss the citation because he didn't have time to prepare for the case.



Witness [redacted] and Witness [redacted] shared their observation of the court proceeding and "it dawned" on her what she thought occurred. She reported her suspicion to Commissioner Pierce.

Judge Ana Luna told Internal Criminal Investigation Bureau investigators she was advised that Subject Reed spoke with Officer [redacted] regarding a citation, which was subsequently dismissed when Officer [redacted] appeared before the Bench Officer. Judge Luna said she personally contacted Officer [redacted] approximately two weeks after she was given the information. Officer [redacted] told her that he arrived late to Court on September 8, 2011 and was approached by Subject Reed. Subject Reed then said Witness [redacted] was his girlfriend and asked that he testify that he "had no recollection about the facts of the ticket." Officer [redacted] said he told Subject Reed, "I can't do that. I won't do that." Officer [redacted] said when Witness [redacted] citation was called before the Bench, the required exchange of the speed survey had not taken place and the citation was dismissed based on procedural grounds.

Retired Deputy Marc Giardina told Internal Criminal Investigation Bureau investigators he was the assigned bailiff for Department 1 when Subject Reed came into the courtroom and inquired about a ticket for Witness Castaneda. He saw Subject Reed speak with Officer [redacted] inside the vestibule, but could not hear their conversation. Deputy Giardina said Officer [redacted] subsequently requested the Court to dismiss the case in the interest of justice.

Subject Reed spoke with Internal Affairs Bureau investigators on November 1, 2012, and stated on September 8, 2011, he was assigned to Department 4 as the bailiff. He admitted to knowing Witness [redacted] as a friend for approximately a year and a half.

Subject Reed said while he was on his break, he met with Witness [redacted] when she arrived at Downey Superior Court to "guide her in the process" regarding a traffic citation.

Subject Reed and Witness [redacted] contacted Officer [redacted] inside the vestibule of the courtroom, where he introduced them to each other. Subject Reed "gave her direction on who to talk to, and to find out the information she needed to proceed with her case." Subject Reed said this lasted for only a few minutes. Subject Reed said he wasn't involved in the conversation between Witness [redacted] and Officer [redacted] Subject Reed wasn't able to recall what was said during their conversation, but stated he and Witness [redacted] agreed that attending traffic school would be the best option for her if she were to lose her case.

Subject Reed denied telling Officer [redacted] that Witness [redacted] was "very close" to him and that she was having "some problems." He also denied asking Officer [redacted] to lie about the citation by saying that he wasn't able to recall the facts.

Subject Reed denied Officer [redacted] said anything to the effect that "he cannot and was not" going to say that "he had no recollection of the facts of the ticket." Subject Reed also denied he attempted in any way to convince Officer [redacted] to extend some sort of professional courtesy to get Witness [redacted] citation dismissed.

Subject Reed said after her proceeding, Witness [redacted] met him in the lobby outside Department 4 and thanked him for "guiding her through the process."

## DISCIPLINE ASSESSMENT

[redacted]



Leroy D. Baca, Sheriff

# County of Los Angeles
# Sheriff's Department Headquarters

4700 Ramona Boulevard
Monterey Park, California 91754-2169



January 16, 2013

Deputy Lorne Reed [redacted]

Dear Deputy Reed:

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective the close of business February 7, 2013.

Department investigations under IAB File Number IV2297154 and IV2293780 conducted by Internal Affairs Bureau, and coupled with your own statements, has established the following:

**IAB File Number IV2297154**

1. That in violation of Manual Sections 3-01/050.10, Performance to Standards; and/or 3-01/040.76, Obstructing an Investigation/Influencing a Witness; and/or 3-01/030.37, Unnecessary/Inappropriate Interference in an Investigation; and/or 3-01/000.10, Professional Conduct; and/or 3-01/030.05, General Behavior, on or about September 8, 2011, in Downey Superior Court, you, while on duty, failed to conform to work standards established for your position, and/or knowingly interfered with and/or unnecessarily interjected yourself into a proceeding at the court when you approached Court Bailiff Deputy Marc L. Giardina, Court Clerk [redacted] Downey Police Department Officer [redacted] and [redacted] in Department 1 of the [redacted]uperior Court and made inquiries regarding [redacted] pending appearance before the court as evidenced by, but not limited to the following:

a. requesting of Downey Police Department Office [redacted] [redacted] and/or encouraged him to present his courtroom

testimony in a manner to favor [redacted] regarding her traffic citation hearing, and/or;

b. requesting that Downey Police Department Officer [redacted] give false or incomplete testimony while appearing in front of the court for the benefit of [redacted]

Moreover, your contact with Downey Police Department Officer [redacted] elicited negative comments by employees of the Superior Court and members of the public who were in attendance, and caused Downey Superior Court Presiding Judge, Judge Ana Luna and Bench Officer, Commissioner James Pierce to independently investigate the propriety of Downey Police Department Officer [redacted] testimony and interactions with you and [redacted] You brought discredit upon yourself and/or the Department. You also brought undue embarrassment to the Department, and/or damaged its reputation while eroding the public's confidence in the organization.

2. That in violations of Manual of Policy and Procedure Section 3-01/040.75, Failure to Make Statements and/or Making False Statements During Departmental Internal Investigations, on or about May 15, 2012, you, while participating in an Internal Criminal Investigations Bureau interview, failed to make full, complete and/or truthful statements during an internal investigation as evidenced by, but not limited to the following:

   a. stating you knew [redacted] for approximately a year and a half prior to September 8, 2011, and/or words to that effect, and/or;

   b. stating you approached Officer [redacted] in order to introduce [redacted] so he could direct her in the procedures regarding traffic court, and/or words to that effect, and/or;

   c. stating, "No," when asked if you, in any fashion, asked Officer [redacted] to help [redacted] with her ticket, and/or;

   d. stating, "No, no, I never did," when asked if in any way, you inferred or asked a favor, or asked Officer [redacted] to perhaps not remember the incident, with the intent to allow [redacted] to escape the ticket.

3. That in violations of Manual of Policy and Procedure Section 3-01/040.75, Failure to Make Statements and/or Making False

Statements During Departmental Internal Investigations, on or about November 1, 2012, you, while participating in an Internal Criminal Investigations Bureau interview, failed to make full, complete, and/or truthful statements during an internal investigation as evidenced by, but not limited to the following:

a. stating, "I can't recall exactly what we spoke about briefly with [redacted] It was me introducing him to her, and her to him, and she had questions which she conversated with him about. I wasn't really involved in that conversation. I shortly left after that," and/or words to effect, and/or;

b. stating, "I don't recall. I believe I let her speak as far as what information she had and questions she had for him and regarding her fighting her case," when asked if you asked Officer [redacted] if [redacted] should fight the citation, and/or words to that effect, and/or;

c. denying that you attempted in any way to convince Officer [redacted] to extend some sort of professional courtesy to get [redacted] citation dismissed, and/or;

d. stating, "No," when asked if you asked Officer [redacted] to testify that he "had no recollection about the facts of the ticket," and/or words to that effect, and/or;

e. stating, "he said nothing...at all," when asked if Officer [redacted] told you he cannot and was not going to say that he had no recollection of the facts of the ticket, and/or words to that effect

**IAB File Number** [redacted]

[redacted]

[redacted]

Additional facts and grounds for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packets which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief Richard Barrantes, on February 7, 2013, at 1300 hours, in his office, which is located at 1000 South Fremont Avenue, Building A, 9E, 5th floor, Alhambra, California 91803. If you are unable to appear at the scheduled time and wish to schedule some other time prior to February 7, 2013, for your oral response, please call Chief Barrantes' secretary at [redacted] for an appointment.

If you choose to respond in writing, please call Chief Barrantes' secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Barrantes' office by no later than February 7, 2013.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Alicia E. Ault, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

AEA:pmp

c: Advocacy Unit
Employee Relations Unit
Richard J. Barrantes, Chief, Court Services Division
Internal Affairs Bureau
Office of Independent Review (OIR)
(File #IV2297154 & [redacted]

| | | | |
|---|---|---|---|
| X FELONY<br>MISDEMEANOR | AGENCY NAME<br>LASD - INTERNAL CRIMINAL<br>AGENCY FILE NO. (DR OR URN)<br>912-00081-2003-441 | DA CASE NO. 32299145<br>DA OFFICE CODE<br>J.S.I.D. #12-0358R | DATE 06/27/2012<br>VICTIM ASSISTANCE REFERRAL<br>☐ YES – NOTIFY VWAP XX NO |

| SUSP NO. | SUSPECT | CHARGES: CODE | SECTION | OFFENSE DATE | REASON CODE |
|---|---|---|---|---|---|
| 1 | NAME (LAST, FIRST MIDDLE)) REED, LORNE ANTHONY | PC<br>PC | 127<br>136.1(A)(2) | 09/08/2011<br>09/08/2011 | B<br>B |
| | DOB [redacted] SEX (M/F) [redacted] BOOKING NO. | VIP -- Yes X No | | | |
| | ___ Gang Member Name of Gang | ___ Victim Gang Member Name of Gang: | | | |
| | Victim Name: | Victim DOB: | | | |
| 2 | NAME (LAST, FIRST MIDDLE)) | | | | |
| | DOB SEX (M/F) BOOKING NO. | VIP -- Yes -- No | | | |
| | Gang Member Name of Gang | ___ Victim Gang Member Name of Gang: | | | |
| | Victim Name: | Victim DOB: | | | |
| 3 | NAME (LAST, FIRST MIDDLE)) | | | | |
| | DOB SEX (M/F) BOOKING NO. | VIP -- Yes -- No | | | |
| | Gang Member Name of Gang | ___ Victim Gang Member Name of Gang: | | | |
| | Victim Name: | Victim DOB: | | | |

LAST NAME: REED
FIRST NAME: LORNE
DA CASE NUMBER: 32299145

Comments

SEE ATTACHED.

| COMPLAINT DEPUTY (print) | COMPLAINT DEPUTY (SIGNATURE) | STATE BAR NO. | REVIEWING DEPUTY (SIGNATURE) |
|---|---|---|---|
| ~~JASON P. LUSTIG/ap~~ | [signature] | ~~132482~~ | Sergio Gonzalez [signature] |

I have conveyed all relevant information to the above-named Deputy District Attorney to be used in consideration of a filing decision.

FILING OFFICER (PRINT): WILLIAM CAREY FILING OFFICER (SIGNATURE): mailed 7/3/12 SERIAL [redacted]

| DEPARTMENT OF JUSTICE REASON CODES (FORM 8715) | | | DISTRICT ATTORNEY'S REASON CODES |
|---|---|---|---|
| A. Lack of Corpus<br>B. Lack of Sufficient Evidence<br>C. Inadmissible Search/Seizure | D. Victim Unavailable/Declines To Testify<br>E. Witness Unavailable/Declines to Testify<br>F. Combined with Other Counts/Cases<br>G. Interest of Justice | H. Other (indicate the reason in Comments section)<br>I. Referred to Non-California Jurisdiction<br>J. Deferred for Revocation of Parole<br>K. Further Investigation | L. Prosecutor Prefiling Deferral<br>M. Probation Violation filed in lieu of<br>N. Referred to City Attorney for Misdemeanor Consideration |

LAW OFFICES OF HAUSMAN & SOSA, LLP
Jeffrey M. Hausman, Esq., Bar No. 057251
Michael A. Heider, Bar No. 218776
18757 Burbank Boulevard, Suite 305
Tarzana, California 91356-6329
Telephone: (818)654-9000
Facsimile: (818) 654-9050

Attorney for: COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

Law Offices of Hausman & Sosa, LLP
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Telephone (818) 654-9000
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CIVIL SERVICE COMMISSION

COUNTY OF LOS ANGELES

| | |
|---|---|
| In the Matter of the Discharge of LORNE REED<br><br>Appellant,<br><br>v.<br><br>COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT,<br><br>Respondent. | **CASE NO. 13-068**<br><br>**SETTLEMENT AGREEMENT AND RELEASE** |

This Settlement Agreement/Release ("Agreement" and/or "Settlement Agreement" and/or "Release") is entered into by and between Respondent COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT, THE COUNTY OF LOS ANGELES, the COUNTY OF LOS ANGELES' employees, agents, representatives, its attorneys, claims adjustors, investigators, insurers, elected officials, heirs, executors, administrators, successors, and/or assigns (hereinafter individually and/or collectively referred to as "Respondent" or "the Department" or "County" or "the County of Los Angeles") and LORNE REED, his attorneys, employees, agents, representatives, heirs, executors, administrators, successors, and assigns (hereinafter individually and/or collectively referred to as "Appellant" or "Mr. Reed").

## RECITALS

A. Appellant was employed with the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT in the position of Deputy Sheriff.

B. Appellant and the Sheriff's Department are parties to the above captioned appeal which is currently pending before the Civil Service Commission of the County of Los Angeles ("Commission") and assigned CSC No. 13-068 ("civil service appeal").

C. On January 16, 2013, an intent to discharge letter was sent to Appellant. On February 12, 2013 the Sheriff's Department notified Appellant he was being discharged on February 7, 2013. Thereafter, Appellant appealed the discharge to the Commission and the Commission assigned this matter as Case No. 13-068.

D. The parties wish to resolve this dispute by this Agreement in accordance with the terms set forth hereinafter.

E. It is the intent of this Agreement to resolve any and all claims and allegations, whether based on tort, statute, contract, discrimination, retaliation, and/or otherwise Appellant has and/or that could have been asserted, as of the date of the signing of this Agreement.

F. Appellant and his representatives expressly represent and attest that no other appeals, actions, claims or lawsuits have been filed other than civil service number 13-068. Appellant and his representatives also represent there are no other lawsuits, actions, appeals, complaints or claims, whether before the Commission, in any Superior Court, Federal Court and/or any other forum, concerning any claims and allegations Appellant has or could have been asserted as of the date of the signing of this Agreement.

G. County and Appellant desire to avoid further litigation and to settle all of these disputes and issues, with no admission of guilt or wrongdoing by either party, upon the terms and conditions set forth herein.

H. It is the intent of this Agreement to resolve all claims and allegations Appellant has or that could have been asserted, whether known or unknown, suspected or unsuspected, as of the date of the signing of this Agreement. In addition, it is the intent of this Agreement to resolve all claims and allegations arising out of CSC No. 13-068 whether based on tort, statute, contract, discrimination,

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retaliation, or otherwise Appellant has and/or that could have been asserted, as of the date of the signing of this Agreement.

I. Appellant has, at all times, been advised by competent representatives of his own choice of the effect of this Agreement and represents by his signature on this Agreement he freely and willingly accepts all of the terms, conditions, undertakings, and promises contained in this Agreement. Appellant has relied upon his own legal representatives as to the effect of this Agreement.

J. Appellant understands that all of his claims, whether or not they have merit, encompassed by this Agreement will forever be released. Thus, the parties wish to resolve all disputes by this Agreement and forever release each other in accordance with the terms set forth hereinafter.

**NOW, THEREFORE**, in consideration of the covenants and promises herein contained it is agreed as follows:

1. The Department, upon execution of this agreement, shall rescind the letter of intent to discharge dated January 16, 2013 and the letter of discharge dated February 12, 2013. Mr. Reed is making no claim for "back-pay", benefits, and/or emoluments.

2. The parties agree, pursuant to this Settlement Agreement, that in lieu of being discharged by the Department, Mr. Reed will submit his Resignation from the Department for personal reasons which will be effective as of the close of business on February 12, 2013. Mr. Reed voluntarily signs and submits his resignation (See attached Exhibit "A"). In addition, Mr. Reed's resignation is incorporated into this Settlement Agreement. Thereafter, the signed resignation will be placed in Mr. Reed's official personnel file. The letter of discharge and this settlement agreement will be placed in a sealed envelope to be opened only upon the written consent of Mr. Reed, a valid court order, or valid order of the Sheriff.

3. If a third party outside of the County of Los Angeles (such as a prospective employer of Appellant) contacts the Department about Appellant, the person or entity shall only be advised about the dates of Appellant's employment and in which capacity. The Department shall also only state that Appellant resigned for personal reasons, with no mention of the proposed or imposed discharge action. All such inquiries about Appellant's employment history will be directed to and answered by the Department. The Department will only disclose additional information to any third party about

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Appellant with the express authorization of Appellant.

4. Mr. Reed shall dismiss with prejudice all appeals, complaints and claims filed against the County of Los Angeles or the Department connected with or arising out of the incidents that occurred and as documented in the February 12, 2013 Letter of Discharge (IAB investigations: #IV2297154 and #[redacted]. If there are any other complaints or claims filed by Mr. Reed relating to, or in any way connected with the incidents that occurred, Mr. Reed expressly and unequivocally recognizes and agrees that they are within the scope of this Agreement and shall be dismissed.

5. Upon execution of this Settlement Agreement, Mr. Reed will immediately and in any event within two (2) days of the execution of this Agreement, formally withdraw in writing his request for an appeal hearing before the Civil Service Commission concerning this matter. Further, by executing this Settlement Agreement, Mr. Reed's appeal in CSC No. 13-068 shall be deemed withdrawn and dismissed finally and irrevocably.

6. Each side, namely, Mr. Reed and the Department, shall bear its own costs of every sort and kind as well as each side's own attorney's fees, in all proceedings and with respect to all matters, events and facts addressed by and/or related in any way to this Agreement.

7. Mr. Reed agrees not to pursue any issues raised by and/or that could have been raised by his civil service appeal in any other forum whatsoever. Mr. Reed is not to pursue any further claims, actions, proceedings, complaints, protests of any sort or nature, including but not limited to, any complaint, grievance, letter complaint, or oral complaint against Respondent in connection with any allegations which relate in any way to this matter including, but not limited to, his discipline and/or the criminal and administrative investigations relating to the incidents that occurred as documented in the February 12, 2013 Letter of Discharge.

8. In consideration of the terms and conditions set forth herein, Mr. Reed agrees to fully release, acquit and forever discharge the COUNTY OF LOS ANGELES, the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, and all of their present and former officers, employees and agents of the County, and their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of, connected with and/or concerning the subject matter of the proceedings and events between the parties referred to herein.

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9. Mr. Reed understands and agrees that all of his rights under §1542 of the Civil Code of the State of California are hereby expressly waived and relinquished. Said §1542 reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor."

Mr. Reed agrees that adequate consideration supports this waiver.

10. Notwithstanding the provisions of §1542, and for the purpose of implementing a full and complete release and discharge of the released parties, Mr. Reed expressly acknowledges that this Agreement and Release are intended to include in its effect, without limitations, all claims which Mr. Reed does not know or suspect to exist against County at the time of execution, hereof, and that this Agreement contemplates the extinguishment of any claim or claims, in connection with any claim he could have brought up to and including the date of this Agreement in the federal or state laws involving employment discrimination, including any claim which was the subject of any petition filed by Mr. Reed up through the date of this Agreement with the Commission and/or any complaint filed with any Court.

11. Mr. Reed specifically acknowledges that he has not been the subject of discrimination or retaliation in any form, including, but not limited to, discrimination based upon age, race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, filing of Worker's Compensation claims, or sex, and that he has no claim against the Department for any such discrimination or retaliation, whether any such claim is presently known or not known by him.

12. Mr. Reed acknowledges that he has read and understands the terms of this Settlement Agreement, that he has had the option of reviewing it with counsel of his own choosing and that he is relying solely upon the content of this Agreement and Release and is not relying on any other representation whatsoever of the released parties as an inducement to enter into this Agreement.

13. The terms and conditions of this Agreement, will be confidential except (1) where County regulations or policies require disclosure to County departments and/or County management

and/or (2) where disclosure to any entity or person is required by law.

14. The parties further agree this Settlement Agreement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. This Agreement resolves the dispute between Mr. Reed and the Department, and is not to be applied to any other facts or disputes, with the exception of any future proceedings, including, but not limited to, civil service proceedings involving, relating to and/or concerning Mr. Reed and the Department.

15. This document sets forth the entire Agreement between the parties and may not be altered, amended, or modified in any respect, except by writing duly executed by the parties affected. All other understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The parties agree and acknowledge this is an integrated agreement and constitutes the final expression of the parties' agreement. The parties also agree and acknowledge that this Settlement Agreement and Release is strictly subject to the Parol Evidence Rule. This Agreement may be enforced in a court of law by either party. The parties further agree that the terms of this document may be enforced by the remedy of specific performance by either party.

16. Mr. Reed agrees to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms. Mr. Reed and each of his past, present and/or future representatives, attorneys and/or employees, agents and officials agree they will make no statements inconsistent with any of the provisions of this Agreement.

17. This Settlement Agreement and Release is to be construed and interpreted as if both parties participated in the drafting of this Settlement Agreement. Any ambiguities shall be resolved in favor of upholding the purpose of this Settlement Agreement.

18. Mr. Reed acknowledges and recognizes the compromise and settlement which form the basis of this Agreement have been arrived at after thorough bargaining and negotiation and represent a final, mutually agreeable compromise.

19. The date of the last signature placed on this Settlement Agreement shall hereinafter be known as the "date of execution" and/or "the effective date" of this Agreement.

20. Mr. Reed represents and agrees he has carefully read and fully understands all of the

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provisions of the Agreement, and that he is voluntarily and without duress or undue influence, entering into this Agreement.

21. It is understood and agreed that Mr. Reed is currently unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that Mr. Reed may have against the Department and/or any of its managers, law enforcement personnel, agents, servants, or employees which has not been released by Mr. Reed in this Release.

22. Mr. Reed represents and warrants that no claim, demand, cause or causes of action that he has or might have arising out of, connected with, or incidental to CSC No. 13-068, nor any portion thereof, nor any claims and potential and/or possible claims that are the subject of or addressed by this Agreement, has/have been assigned or transferred to any other person, firm or corporation including, without limitation, any parent, subsidiary or affiliate of any party, in any manner, including by way of subrogation or operation of law or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release on the dates hereinafter indicated. Said Agreement and release may be signed in counterparts.

Date: October 18, 2013

By: ____________________
LORNE REED, APPELLANT

Date: October 18, 2013

By: ____________________
CHIEF RICHARD J. BARRANTES
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

APPROVED AS TO FORM ONLY:

Date: October 18, 2013

By: ____________________
LESLIE WILCOX
Attorney for APPELLANT LORNE REED

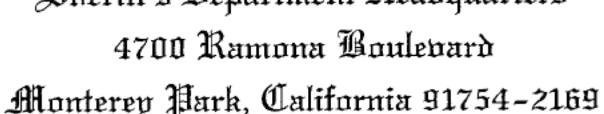
LAW OFFICES OF HAUSMAN & SOSA, LLP

Date: October 18, 2013

By: ____________________ for
MICHAEL A. HEIDER
Attorney for COUNTY OF LOS ANGELES, SHERIFF'S DEPARTMENT

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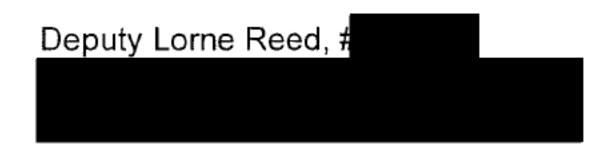





LEROY D. BACA, SHERIFF

February 12, 2013

Deputy Lorne Reed, #[redacted]



Dear Deputy Reed:

On January 16, 2013, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2297154. You were also advised of your right to review the material on which the discipline was based.

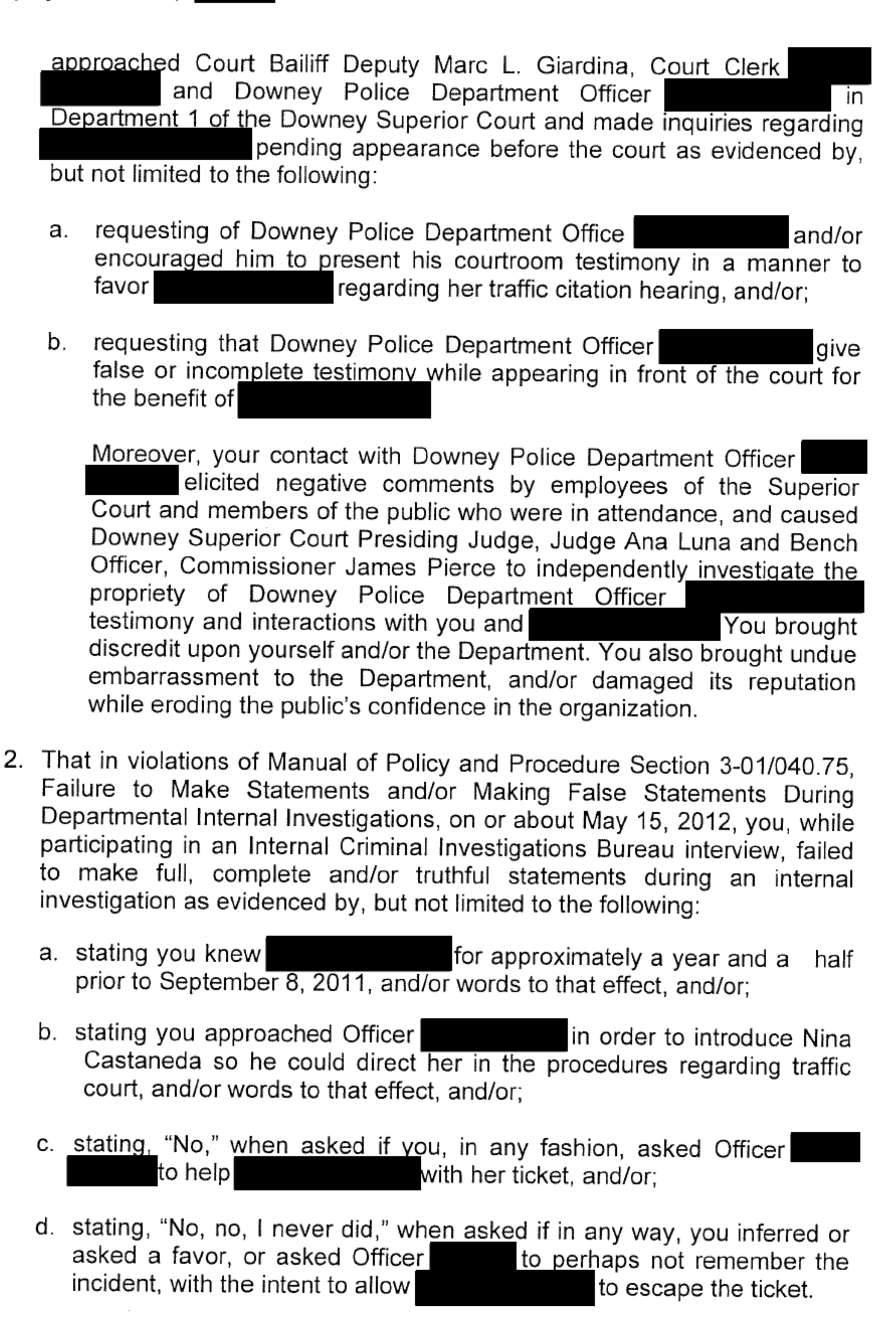
You did exercise your right to respond. However, after review and consideration of the response submitted to support your position, it has been determined that the recommended discipline is appropriate.

You are hereby notified that you are discharged from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on February 7, 2013.

An investigation under File Number IAB 2297154 and IAB 2293780, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

**IAB File Number IV2297154**

1. That in violation of Manual Sections 3-01/050.10, Performance to Standards; and/or 3-01/040.76, Obstructing an Investigation/Influencing a Witness; and/or 3-01/030.37, Unnecessary/Inappropriate Interference in an Investigation; and/or 3-01/000.10, Professional Conduct; and/or 3-01/030.05, General Behavior, on or about September 8, 2011, in Downey Superior Court, you, while on duty, failed to conform to work standards established for your position, and/or knowingly interfered with and/or unnecessarily interjected yourself into a proceeding at the court when you



approached Court Bailiff Deputy Marc L. Giardina, Court Clerk [redacted] and Downey Police Department Officer [redacted] in Department 1 of the Downey Superior Court and made inquiries regarding [redacted] pending appearance before the court as evidenced by, but not limited to the following:

a. requesting of Downey Police Department Office [redacted] and/or encouraged him to present his courtroom testimony in a manner to favor [redacted] regarding her traffic citation hearing, and/or;

b. requesting that Downey Police Department Officer [redacted] give false or incomplete testimony while appearing in front of the court for the benefit of [redacted]

Moreover, your contact with Downey Police Department Officer [redacted] elicited negative comments by employees of the Superior Court and members of the public who were in attendance, and caused Downey Superior Court Presiding Judge, Judge Ana Luna and Bench Officer, Commissioner James Pierce to independently investigate the propriety of Downey Police Department Officer [redacted] testimony and interactions with you and [redacted] You brought discredit upon yourself and/or the Department. You also brought undue embarrassment to the Department, and/or damaged its reputation while eroding the public's confidence in the organization.

2. That in violations of Manual of Policy and Procedure Section 3-01/040.75, Failure to Make Statements and/or Making False Statements During Departmental Internal Investigations, on or about May 15, 2012, you, while participating in an Internal Criminal Investigations Bureau interview, failed to make full, complete and/or truthful statements during an internal investigation as evidenced by, but not limited to the following:

a. stating you knew [redacted] for approximately a year and a half prior to September 8, 2011, and/or words to that effect, and/or;

b. stating you approached Officer [redacted] in order to introduce Nina Castaneda so he could direct her in the procedures regarding traffic court, and/or words to that effect, and/or;

c. stating, "No," when asked if you, in any fashion, asked Officer [redacted] to help [redacted] with her ticket, and/or;

d. stating, "No, no, I never did," when asked if in any way, you inferred or asked a favor, or asked Officer [redacted] to perhaps not remember the incident, with the intent to allow [redacted] to escape the ticket.

3. That in violations of Manual of Policy and Procedure Section 3-01/040.75, Failure to Make Statements and/or Making False Statements During Departmental Internal Investigations, on or about November 1, 2012, you, while participating in an Internal Criminal Investigations Bureau interview, failed to make full, complete, and/or truthful statements during an internal investigation as evidenced by, but not limited to the following:

   a. stating, "I can't recall exactly what we spoke about briefly with [redacted] It was me introducing him to her, and her to him, and she had questions which she conversated with him about. I wasn't really involved in that conversation. I shortly left after that," and/or words to effect, and/or;

   b. stating, "I don't recall. I believe I let her speak as far as what information she had and questions she had for him and regarding her fighting her case," when asked if you asked Officer [redacted] if [redacted] should fight the citation, and/or words to that effect, and/or;

   c. denying that you attempted in any way to convince Officer [redacted] to extend some sort of professional courtesy to get [redacted] citation dismissed, and/or;

   d. stating, "No," when asked if you asked Officer [redacted] to testify that he "had no recollection about the facts of the ticket," and/or words to that effect, and/or;

   e. stating, "he said nothing...at all," when asked if Officer [redacted] told you he cannot and was not going to say that he had no recollection of the facts of the ticket, and/or words to that effect

**IAB File Number** [redacted]


[redacted]

[redacted]

[redacted]

Additional facts and grounds for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of this incident has been made by Department executives, including your Unit and Division Commanders.

You may appeal the Department's action in this matter pursuant to Rules 4.02, 4.05 and 18.02 of the Civil Service Rules.

You may, if you so desire, within fifteen (15) business days from the date of service of this notice of discharge, request a hearing on these charges before the Los Angeles County Civil Service Commission, 222 North Grand Avenue, Los Angeles, California 90012.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

RICHARD J. BARRANTES, CHIEF
COURT SERVICES DIVISION

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures and Civil Service Rules.

RJB:KM:AEA:bs

c: Advocacy Unit
Richard J. Barrantes, Chief, Court Services Division
Anselmo C. Gonzalez , Captain, Court Services East Bureau
Internal Affairs Bureau
Office of Independent Review (OIR)
Kevin E. Hebert, Captain, Personnel Administration